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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

J.W. PETERS, INC.,)	
)	
Plaintiff-Counterdefendant,)	
)	
v.)	No. 04 C 8292
)	
BRIDGE, STRUCTURAL AND REINFORCING)	
IRON WORKERS, LOCAL UNION NO. 1,)	
et al.,)	
)	
Defendants-Counterplaintiffs.)	

MEMORANDUM ORDER


J.W. Peters, Inc. ("Peters") has just filed a multi-part combined pleading: its Answer and Affirmative Defenses ("ADs") to the Amended Counterclaim filed against it by Iron Workers Local 1, together with its Responses to the three ADs that Local 1 had interposed to Peters' own Complaint. This memorandum order is issued sua sponte to address a couple of flaws in Peters' filing.

To begin with, the Responses to Local 1's ADs constitute an impermissible filing, for this Court was not asked to (and did not) grant leave for that excess submission--see the last sentence of Fed. R. Civ. P. ("Rule") 7(a). Accordingly those Responses are stricken in their entirety.

As for Peters' own ADs, two of them are problematic under the basic principles of Rule 8(c) and the caselaw implementing it (see App. ¶5 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001)). Here are the culprits:

1. AD 1 violates those principles by challenging the facts alleged in Counterclaim ¶8 (allegations that Peters has already placed in issue in its answer to that paragraph). AD 1 is accordingly stricken.

2. It will not do, under the principles of notice pleading (which cuts both ways), simply to put the labels of "laches, waiver, and/or estoppel" into play without explaining the claimed predicate for the operation of those doctrines. Accordingly AD 5 will be stricken unless on or before October 17, 2005 Peters files, and serves Local 1's counsel with a copy of, an appropriate amendment fleshing out the claimed applicability of those doctrines.



Milton I. Shadur
Senior United States District Judge

Date: October 11, 2005